



**HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR**



S.B. Civil Miscellaneous Appeal No. 1911/2016

1. Smt. Reeta Devi W/o Late Shri Subhash Singh @ Subodh Singh, aged about 46 years,
2. Sonam @ Priyanka D/o Late Shri Subhash Singh @ Subodh Singh, aged about 25 years,
3. Deepika D/o Late Shri Subhash Singh @ Subodh Singh, aged about 22 years,
4. Vishal S/o Late Shri Subhash Singh @ Subodh Singh, aged about 18 years,
All R/o House No. B-2, Ravi Path, Sawai Pav Ki Bagichi, Janta Colony, Jaipur Raj.

----Appellants/Claimants

Versus

1. Prem Narayan Meena S/o Shri Kalyan Sahai Meena, R/o Village And Post Chandwaji, Teh. Amer, Distt. Jaipur (Driver Of Mahendra Bolero No. RJ-06-UA-2515)
2. Jaisingh Banjara S/o Shri Goru Lal Banjara, R/o Naya Bazar, Aroli, Teh. Bijoliya, Distt. Bhilwara (Owner Of Mahendra Bolero No. RJ-06-UA-2515)
3. Shriram General Insurance Company, through Branch Manager, Branch Office E-8, EPIP, Sitapura Industrial Area, Jaipur (Insurer Of Mahendra Bolero No. RJ-06-UA-2515)

----Respondents/Non-claimants

Connected With

S.B. Civil Miscellaneous Appeal No. 1868/2016

Shriram General Insurance Company, Alwar, having its head Office E-8, RICCO Industrial Area, Sitapura Jaipur through it's constituted attorney

----Appellant-Non-claimant

Versus

1. Smt. Reeta Devi W/o Late Shri Subhash Singh @ Subodh Singh, aged about 46 years,
2. Sonam @ Priyanka D/o Late Shri Subhash Singh @ Subodh Singh, aged about 25 years,
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All R/o House No.B-2, Ravi Path, Sawai Pav Ki Bagichi, Janta Colony, Jaipur (Raj.)

.....Claimants/Respondents

5. Prem Narayan Meena S/o Shri Kalyan Sahai Meena, R/o



Village And Post Chandwaji, Teh. Amer, Distt. Jaipur (Driver Of Mahendra Bolero No. RJ-06-UA-2515)

6. Jaisingh Banjara S/o Shri Goru Lal Banjara, R/o Naya Bazar, Aroli, Teh. Bijoliya, Distt. Bhilwara (Owner Of Mahendra Bolero No. RJ-06-UA-2515)

----Respondent/Non-claimants

For Appellant(s)	:	Mr. Santosh Kumar Soni
For Respondent(s)	:	Mr. Prakhar Agarwal for Mr. Virendra Agrawal

HON'BLE MR. JUSTICE SANDEEP TANEJA

Order

18/03/2026

In **S.B. Civil Miscellaneous Appeal No. 1911/2016** :-

1. This appeal has been filed under section 173 of Motor Vehicle Act, 1988 by the appellants-claimants (for short "the claimants") against the judgment and award dated 16.01.2016 passed by the learned Motor Accidents Claim Tribunal, (Special Judge, Communal Rites Cases) Jaipur in claim case No.121/2011 (883/2010) whereby the claim petition filed by the claimants was partly allowed by awarding compensation of Rs.5,46,000/- along with interest @ 6% per annum.

2. At the outset, learned counsel for the claimants and the respondent No.3- Insurance Company jointly submit that during pendency of this appeal, the parties have resolved their dispute amicably and accordingly a settlement has been arrived at between them by way of compromise.

3. A copy of memo of compromise duly signed by the learned counsel for both the parties has been placed on record on 16.03.2026. On a specific query by this Court, learned counsel for both the parties submit that they are duly authorized by their



respective parties to execute the memo of compromise, which reads as under :-

"1. That the parties have entered into compromise and the Claimant has given his free consent to compromise the matter for further enhancement of the compensation amount to the tune of the Rs.10,00,000/- in all meaning thereby the Insurance Company would make the payment of Rs.10,00,000/- in all, in addition to the amount already awarded by the learned Tribunal.

2. That the amount would be deposited within six weeks from the date of compromise, failing which it will carry interest @6% per annum from date of compromise till actual payment.

3. That the appeal deserves to be disposed of in terms of compromise."

4. Learned counsel for both the parties jointly pray that the present appeal be disposed of in light of the compromise arrived at between the parties.

5. Considering the submission of learned counsel for both the parties and memo of compromise, it is directed that Insurance Company shall pay a sum of Rs.10,00,000/- in all, to the claimants, in addition to the amount already awarded by the learned Tribunal within a period of six weeks, failing which the above amount shall carry interest @6% per annum.

6. Accordingly, the impugned judgment and award dated 16.01.2016 is modified. The terms of memo of compromise shall be treated as an integral part of this order.

7. The instant appeal is disposed of in the above terms.

8. All pending applications, if any, stand disposed of.

In S.B. Civil Miscellaneous Appeal No. 1868/2016 :-

1. Learned counsel for the appellant - Insurance Company, on instructions, seeks permission to withdraw the present appeal as the



appeal filed by respondents herein has been disposed of in terms of
compromise arrived at between the parties.

2. Permission as sought for, is granted.
3. Accordingly, the appeal is dismissed as withdrawn.
4. All pending applications, if any, stand disposed of.

(SANDEEP TANEJA),J